



Comptroller General  
of the United States  
Washington, D.C. 20548

## Decision

**Matter of:** Alfa Kleen  
**File:** B-252743  
**Date:** July 26, 1993

Sylvia Evangelista for the protester.  
Linwood I. Rogers, Esq., and Benjamin G. Perkins, Esq.,  
Defense Logistics Agency, for the agency.  
Paul E. Jordan, Esq., and Paul I. Lieberman, Esq., Office of  
the General Counsel, GAO, participated in the preparation of  
the decision.

### DIGEST

Agency evaluation finding protester's offered alternate product technically unacceptable was reasonable where the protester failed to submit sufficient information demonstrating that its alternate product was the technical equivalent of the approved product listed in the solicitation.

### DECISION

Alfa Kleen protests the rejection of its quote under request for quotations (RFQ) No. DLA450-93-Q-P171, issued by the Defense Logistics Agency (DLA) for quantities of steam-cleaning compound. Alfa Kleen contends that the agency improperly concluded that Alfa Kleen's offered alternate product was not equivalent to the product specified in the RFQ.

We deny the protest.

DLA issued the RFQ on October 30, 1992, under the small purchase procedures at Part 13 of the Federal Acquisition Regulation. The RFQ solicited prices for forty 5-gallon containers of high-pressure cleaning compound in liquid form and specified Homestead Industries, Jenny No. 65 cleaning compound. The cleaning compound is used by the armed services for the removal of mineral and animal deposits from various types of heavy equipment, floors, and stainless steel filters.

The RFQ included the standard "Alternate Offers" clause that permitted firms to offer alternate products that were either "identical to, or physically, mechanically, electrically,

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and functionally interchangeable with" the named product. The alternate products clause defined "exact product" as the identical product cited in the RFQ's acquisition identification description (AID), manufactured either by the manufacturer cited in the AID, or by a firm which manufactures the product for the manufacturer cited in the AID. An "alternate product" was defined as any other product even if manufactured in accordance with the specifications of the manufacturer listed in the AID.

Prospective contractors quoting prices on alternate products were advised that DLA did not have detailed specifications or other data to evaluate the technical acceptability of their products; thus, they were required to furnish legible copies of all drawings, specifications, or other data necessary to describe clearly the characteristics and features of the product being offered, as well as data pertaining to the design and materials of the exact product, to enable the government to determine whether each quoter's product was equivalent to the product cited in the AID. Quoters were cautioned that the failure to furnish the complete data necessary to establish acceptability of the alternate product might preclude consideration of their quotes.

Four quoters, including Alfa Kleen, submitted quotes by the November 26 due date. Alfa Kleen submitted the lowest priced quote, based on its alternate product AK-020. The second low quote provided for the specified Jenny product. Alfa Kleen submitted a material data safety sheet (MDSD) detailing its product's composition, physical properties, hazards, and other data; promotional and descriptive literature, including key safety attributes, frequent uses, military specifications met, and industry applications; and a list of physical properties. However, Alfa Kleen did not submit any technical data pertaining to the Jenny No. 65 compound specified in the RFQ.

In February 1993, DLA's technical personnel reviewed Alfa Kleen's submissions and were unable to determine that the offered alternate was equivalent to the specified product. By letter of March 10, the contracting officer notified Alfa Kleen that its quote was rejected as unacceptable.<sup>1</sup> Alfa Kleen then filed protests with our Office and DLA.

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<sup>1</sup>DLA's technical personnel also considered that Alfa Kleen's product was not approved by the United States Department of Agriculture (USDA). While the contracting officer originally relied on this as a basis for rejecting the protester's quote, the agency subsequently conceded both that Alfa Kleen's product was USDA approved and that such approval was not a requirement under the RFQ.

Alfa Kleen contends that its product is equal to or better than the specified product. The protester points out that its product is safer to use (e.g., no requirement for protective clothing, not hazardous to skin) and may be safely used on more materials (e.g., aluminum, glass, and tile). Alfa Kleen also contends that DLA should have had available sufficient information to specify any required chemical composition.

To the extent that Alfa Kleen is protesting that the specification of Jenny No. 65 is overly restrictive and objecting to the absence of more information in the RFQ describing the specified product, the protest is untimely. Protests of such alleged solicitation improprieties must be raised prior to bid opening or the time/date specified in the solicitation. Bid Protest Regulations, 4 C.F.R. § 21.2(a)(1) (1993). Here, Alfa Kleen did not file its protest until after its product was rejected.

The obligation to demonstrate the acceptability of an alternate product is on the offeror. Sterling Mach. Co., Inc., B-246467, Mar. 2, 1992, 92-1 CPD ¶ 253. Accordingly, an offeror must submit sufficient information with its alternate item to enable the contracting agency to determine whether the item meets all the requirements of the solicitation. Id.; Blackmer Pump, B-231474, Sept. 9, 1988, 88-2 CPD ¶ 225. We will not disturb the agency's technical determination unless it is unreasonable. Sterling Mach. Co., Inc., supra; Rotair Indus., Inc., B-219994, Dec. 18, 1985, 85-2 CPD ¶ 683.


Here, the agency's rejection of Alfa Kleen's alternate product was reasonable. As discussed above, the RFQ specifically advised quoters of the possibility that the agency may lack details to determine the acceptability of alternate products; therefore, the quoters were responsible for furnishing specifications or other data necessary to establish the acceptability of its alternate product. Nevertheless, Alfa Kleen did not submit any technical data pertaining to the product designated in the solicitation; rather, Alfa Kleen merely submitted information concerning its own product. Further, after this protest was filed, DLA offered Alfa Kleen another opportunity to submit information concerning its product (e.g., chemical composition, tests, and comparisons with the Jenny product), and furnished the protester with a copy of the MDSD and product literature for Jenny No. 65. In response, Alfa Kleen submitted a replacement MDSD which included a list of its chemical components, but no other information.

DLA has noted that there are various differences in the products, including a higher boiling point for Jenny No. 65 and the presence in that product of caustic potassium

hydroxide, which is not found in Alfa Kleen's product. While the protester asserts that these differences do not affect the equality of its product, it has not submitted anything to the agency which supports this assertion. Further, while Alfa Kleen contends that its product is superior for various reasons, we note that there is no evidence in the record that the claimed attributes of AK-020 satisfy the minimum needs of the agency. For example, compatibility with aluminum, glass, and tile do not appear necessary for the intended use of cleaning heavy machinery, floors, and stainless steel filters.

As a result of Alfa Kleen's failure to provide the agency with such information, DLA did not have any data to show that Alfa Kleen's alternate product would be physically and functionally interchangeable with the approved product identified in the RFQ. In view of Alfa Kleen's failure to furnish any data or information to sufficiently establish that its product was equivalent to that cited in the RFQ, we have no basis to find that the agency's decision to reject the quote was unreasonable.

The protest is denied.

  
for James F. Hinchman  
General Counsel